# OP \$165.00 4462652

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM609047

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		11/13/2020	National Banking Association:

### **RECEIVING PARTY DATA**

Name:	LIBBEY GLASS INC.	
Street Address:	940 ASH STREET	
City:	TOLEDO	
State/Country:	ОНЮ	
Postal Code:	43611	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark		
Registration Number:	4462652	SET FOR SUCCESS		
Registration Number:	4401762	GIBRALTAR TWIST		
Registration Number:	4273056	FIZZAZZ		
Registration Number:	4269781	ALTITUDE		
Registration Number:	4251177	PUEBLA		
Registration Number:	4234810	BRIOSSA		

### **CORRESPONDENCE DATA**

**Fax Number:** 2029425999

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 2029425000

**Email:** Bryan.Kim@arnoldporter.com, avery.peters@arnoldporter.com

Correspondent Name: Bryan H. Kim

Address Line 1: 601 Massachusetts Ave. NW Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	1103477.00002
NAME OF SUBMITTER:	Bryan H. Kim
SIGNATURE:	/Bryan H. Kim/
DATE SIGNED:	11/16/2020

TRADEMARK REEL: 007107 FRAME: 0765

# **Total Attachments: 3**

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TRADEMARK REEL: 007107 FRAME: 0766

### RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of this 13th day of November, 2020, by JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent ("Agent"), in favor of LIBBEY GLASS INC., a Delaware corporation ("Grantor"). Unless otherwise defined herein, capitalized terms used in this Release shall have the meaning given to them, directly or by reference, in the Amended Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and certain other subsidiaries of the US Borrower executed and delivered an Amended and Restated Pledge and Security Agreement, dated as of February 8, 2010 (as may have been amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), in favor of the Agent, pursuant to which the Grantor executed and delivered that certain Amended and Restated Grant of Security Interest in Trademark Rights, dated as of February 8, 2010, which amended and restated that certain Grant of Security Interest in Trademark Rights, dated as of June 16, 2006, which was recorded with the United States Patent and Trademark Office on July 6, 2006 at Reel/Frame 003342/0921 (the "Trademark Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, Grantor pledged and granted a continuing security interest in, and a right of setoff against, and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to have been effective upon such demand (the "Security Interest") in all of the Grantor's right, title and interest in, to and under the Trademarks (the "Trademark Collateral");

WHEREAS, pursuant to the Pledge and Security Agreement and the Second Amendment to Amended and Restated Grant of Security Interest in Trademark Rights, dated as of April 9, 2014 ("<u>Amended Trademark Security Agreement</u>"), executed by Grantor in favor of Agent and recorded with the United States Patent and Trademark Office on April 9, 2014 at Reel/Frame 5256/0647, the Trademarks listed on Schedule A hereto were added to the Trademark Collateral (the "Additional Trademarks"); and

WHEREAS, the Grantor has requested, and the Agent desires, to terminate the Trademark Security Agreement, and to release the Security Interest in the Trademark Collateral, including the Additional Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Agent hereby terminates the Trademark Security Agreement (as amended), hereby terminates, discharges, and releases the Security Interest in the Additional Trademarks, and hereby re-assigns to the Grantor any right, title or interest the Agent may have in the Additional Trademarks.

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Additional Trademarks) is hereby authorized to record this release in the United States Patent and Trademark Office.

[Signature Page Follows]

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IN WITNESS WHEREOF, Agent has caused this Release to be executed by its authorized officer as of the date of this Release.

JPMORGAN CHASE BANK, N.A.,

as Administrative Agent

By: Donna Ditorio

Name: Donna Diforio Title: Authorized Officer

# **SCHEDULE A**

# U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
SET FOR SUCCESS	85945174	4462652	01/07/14	Libbey Glass, Inc.
GIBRALTAR TWIST	85781412	4401762	09/10/13	Libbey Glass Inc.
FIZZAZZ	85424819	4273056	01/08/13	Libbey Glass Inc.
ALTITUDE	85570722	4269781	01/01/13	Libbey Glass Inc.
PUEBLA	85424874	4251177	11/27/12	Libbey Glass Inc.
BRIOSSA	85337442	4234810	10/30/12	Libbey Glass Inc.

Schedule A

**RECORDED: 11/16/2020** 

TRADEMARK REEL: 007107 FRAME: 0769